



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 01, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

51 December 1, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
THE CITY OF PASADENA FOR THE 2016 TOURNAMENT OF ROSES PARADE
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approve Supplemental Law Enforcement Services Agreement (Agreement) with the city of Pasadena (City) for the performance of supplemental law enforcement services (Services) by the Los Angeles County (County) Sheriff's Department (Department) for the 127th Tournament of Roses Parade on January 1, 2016.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Mayor to sign the attached Agreement with the City for the Services during the 127th Tournament of Roses Parade on January 1, 2016, at an estimated cost of \$863,909.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City has requested that the County, through the Department, provide Services during the City's 127th Tournament of Roses Parade on January 1, 2016. The number of spectators and vehicles that enter the City to attend this event require Services to ensure adequate police protection and traffic control.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by combining resources with the Pasadena Police Department. The Department enhances public safety during this event and efficiently delivers much needed Services to one of the safety partners within the County. It ensures safety and security to the people of the County, along

with the worldwide visitors to this event. All Department costs are fully reimbursed by the City.

FISCAL IMPACT/FINANCING

The estimated charges are based on rates developed by the County's Auditor-Controller. The County will be reimbursed by the City for all costs incurred at the current rates established by the County's Auditor-Controller in an amount not to exceed \$900,000. The total estimated cost for the parade is \$863,909.

The 127th Tournament of Roses Parade will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Department's sworn and professional staff on a voluntary overtime basis. The estimated total number of personnel required is 903, totaling 11,739 hours. The Agreement provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs and other personnel will be compensated according to the rates set forth on Attachment A, 2016 Rose Parade Rates and Personnel, of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall commence upon execution by the Board and shall remain in effect through January 1, 2016. The Services will be provided according to the mutually agreed upon operations plan(s). The Agreement provides for mutual indemnification.

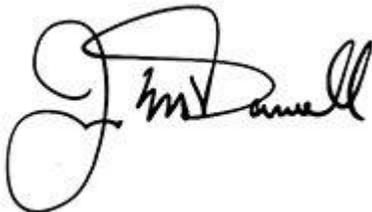
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services. The 127th Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

CONCLUSION

Upon approval by the Board, please instruct the Executive Officer-Clerk of the Board to return three originally executed Agreements to the Department's Contract Law Enforcement Bureau.

Sincerely,



JIM McDONNELL
Sheriff

JM:RTM:ew

Enclosures

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 CITY OF PASADENA
 FOR
 2016 TOURNAMENT OF ROSES PARADE**

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EXHIBIT A - 2016 ROSE PARADE RATES AND PERSONNEL

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PASADENA
FOR
2016 TOURNAMENT OF ROSES PARADE**

This Supplemental Law Enforcement Services Agreement ("Agreement") is entered into this 1st day of December, 2015, by and between the COUNTY OF LOS ANGELES ("County") and the CITY OF PASADENA ("City") for the 2016 Tournament of Roses Parade ("Parade").

RECITALS

- (a) Whereas, the City and the Tournament of Roses Association will stage and conduct the annual Parade on January 1, 2016; and
- (b) Whereas, the City is desirous of contracting with the County for the performance of the supplemental law enforcement functions for the Parade, as described herein, by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (c) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement; and
- (d) Whereas, such Agreement is authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff of the County of Los Angeles, to provide supplemental law enforcement services to the City for the Parade according to the operations plan(s) for supplemental law enforcement services developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth in Sections 2.1 and 2.2 below for the following dates: December 31, 2015 through January 1, 2016. Such operations plan(s) are hereby incorporated into and made a part of this Agreement by this reference.

- 1.2 Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.
- 1.3 The request for services shall be a written request on official City letterhead. The request shall contain specific dates of service, hours of operation, number of personnel requested, classification of personnel requested and duties and responsibilities associated with the type of service requested. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of the City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 West Temple Street, 7th Floor, Los Angeles, California 90012.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Pasadena Police Department's units via the Pasadena Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 It is the intent of the Sheriff to hire sufficient personnel to staff the Parade services according to the operations plan(s) referred to in Section 1.1. However, to ensure the safety of the public and sworn personnel, should the Sheriff determine that an insufficient number of personnel are available to staff according to the operations plan(s) referred to in Section 1.1, the Sheriff shall notify the Police Chief of the City as soon as reasonably practicable.
- 2.2 The County agrees to provide to the City the classifications of personnel for use in carrying out the operations plan(s) for supplemental law enforcement referred to

in Section 1.1 and subject to the conditions set forth in Exhibit A, 2016 Rose Parade Rates and Personnel, to this Agreement.

- 2.3 The County agrees to provide an amount not exceeding two hundred (200) hours of clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services the Sheriff may deem necessary to carry out the duties assigned to the Sheriff's Department under the operations plan(s) for law enforcement referred to in Section 1.1, including pre-event and post-event float escorts as requested by the City.
- 2.4 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the provision of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.
- 2.5 In the event that additional personnel, beyond the personnel described herein, is requested by the City, the City agrees to fully reimburse the County for the cost of all additional personnel. Sheriff and Police Chief of the City must mutually agree upon the amount of additional personnel needed. County, through the Sheriff's Department, agrees to make best efforts to provide such additional personnel.
- 2.6 The hours of duty performed by County employees under this Agreement shall be those established and agreed upon in the operations plan(s) for supplemental law enforcement described in Section 1.1.
- 2.7 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.8 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.9 With regard to Sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

- 2.10 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.
- 2.11 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.12 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.13 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and

all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall remain in effect through January 1, 2016, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (30) calendar days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the City under this Agreement, the City shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, 2016 Rose Parade Rates and Personnel, to this Agreement, as established by the County Auditor-Controller, in a total amount not to exceed \$900,000.

6.2 The billing rates depicted on Exhibit A, 2016 Rose Parade Rates and Personnel, are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant

to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within thirty (30) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within thirty (30) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within thirty (30) calendar days after the dispute resolution is memorialized.
- 7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Rick Mouwen
211 West Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the City shall be addressed as follows:

City of Pasadena
Events Planning
Attn: Lieutenant Arthur Chute
207 North Garfield Avenue
Pasadena, California 91101

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to

enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 CITY OF PASADENA
 FOR
 2016 TOURNAMENT OF ROSES PARADE**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Mayor and attested by the Interim Executive Officer-Clerk thereof, and the City has caused this Agreement to be executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By *Mike Antonovich*
 MICHAEL D. ANTONOVICH
 Mayor, Board of Supervisors

78444

ATTEST:
 PATRICK OGAWA
 Interim Executive Officer-Clerk
 of the Board of Supervisors

I hereby certify that pursuant to
 Section 25103 of the Government Code,
 delivery of this document has been made

By *Lachelle Smitherman*
 Deputy

PATRICK OGAWA
 Acting Executive Officer
 Clerk of the Board of Supervisors

CITY OF PASADENA

By *[Signature]*
 MICHAEL J. BECK
 City Manager

By *Lachelle Smitherman*
 Deputy

ATTEST:
 MARK JOMSKY, CMC
 City Clerk

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

By *[Signature]* 11/6/15

51 DEC 01 2015

APPROVED AS TO FORM:
 MARY C. WICKHAM
 Interim County Counsel

APPROVED AS TO FORM: *Patrick Ogawa*
 PATRICK OGAWA
 ACTING EXECUTIVE OFFICER

By *[Signature]*
 Principal Deputy County Counsel

By *[Signature]*



**EXHIBIT A
SHERIFF'S DEPARTMENT
2016 ROSE PARADE
RATES AND PERSONNEL**

RATES & COSTS

PERSONNEL	Hourly Rate	3.00% Liability	Hourly Rate	Number Deployed	Total Hours	Total Costs
Area Commander	160.70	N/A	160.70	1	13	2,089.10
Captain	141.54	N/A	141.54	1	13	1,840.02
Lieutenant	110.46	N/A	110.46	15	195	21,539.70
Sergeant	92.10	N/A	92.10	66	858	79,021.80
Sergeant - Arson/Explosives	102.23	N/A	102.23	7	91	9,302.93
Sergeant - Hazmat	97.16	N/A	97.16	1	13	1,263.08
Sergeant - Motor	97.16	N/A	97.16	2	26	2,526.16
Deputy Bonus II	92.77	2.78	95.55	9	117	11,179.71
Deputy Bonus II - HazMat	97.87	2.94	100.81	2	26	2,621.02
Deputy Bonus II - Arson/Explosives	102.98	3.09	106.07	16	208	22,062.44
Deputy Bonus I	75.92	2.28	78.20	111	1443	112,839.14
Deputy Bonus I - (Motorcycle)	75.92	2.28	78.20	10	130	10,165.69
Deputy Bonus I - (Motor Bonus-1)	80.10	2.40	82.50	2	26	2,144.96
Deputy Bonus I - MTO	84.27	2.53	86.80	3	39	3,385.13
Deputy Generalist	69.99	2.10	72.09	532	6916	498,572.37
Reserve Deputy	36.04	1.08	37.12	76	988	36,675.75
Dept. Emp. Relations Rep.	61.56	N/A	61.56	1	13	800.28
Electronic Communications Tech	61.61	N/A	61.61	2	26	1,601.86
Inventory Control Assistant I	33.36	N/A	33.36	1	13	433.68
Intermediate Typist-Clerk	30.19	N/A	30.19	1	13	392.47
Law Enforcement Technician	40.78	1.22	42.00	9	117	4,914.40
Locksmith	50.47	N/A	50.47	0	0	0.00
Operations Assistant I	38.82	N/A	38.82	0	0	0.00
Operations Assistant II	48.24	N/A	48.24	2	26	1,254.24
Operations Assistant III	55.24	N/A	55.24	1	13	718.12
Parking Control Officer	34.10	1.02	35.12	9	117	4,109.39
Public Response Dispatcher II	47.88	N/A	47.88	8	104	4,979.52
Public Response Dispatcher SPC	51.80	N/A	51.80	1	13	673.40
Supvg Public Resp Dispatcher (SPRD)	53.36	N/A	53.36	2	26	1,387.36
Secretary V	42.64	N/A	42.64	2	26	1,108.64
Security Officer	34.02	1.02	35.04	2	26	911.06
Senior Criminalist	79.36	N/A	79.36	2	26	2,063.36
Senior Information Systems Analyst	78.97	N/A	78.97	1	13	1,026.61
Senior Typist-Clerk	34.02	N/A	34.02	1	13	442.26
Sheriff's Station Clerk II	35.89	N/A	35.89	2	26	933.14
Supervising Parking Control Officer	39.40	N/A	39.40	2	26	1,024.40

903 11,739 846,003

Estimated Milage Cost 7,000

Sub-Total Estimated Cost 853,003

Estimated Support Time

Hours

Sergeant 50 4,605

LET 150 6,301

Total Estimated Costs 863,909